

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,

Debtors.¹

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ORDER AUTHORIZING DEBTORS TO
ENTER INTO AMENDED AND RESTATED FUNDING AGREEMENT**

Upon the motion (the “**Motion**”)² of Purdue Pharma L.P. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004 and Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), authorizing the Debtors to enter into an amended and restated funding agreement with Harm Reduction Therapeutics, Inc. (“**HRT**”), as more fully described in the Motion and as amended by the execution version filed with the Court on March 23, 2022 [Dkt. No. 4586] (the “**A&R Agreement**”); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and there being no objections to the requested relief; and the Court having reviewed the Motion and held a hearing to consider the relief requested in the Motion on March 23, 2022 (the “**Hearing**”); and upon the record of and representations made at the Hearing; and it appearing that the A&R Agreement was negotiated and entered into at arms-length and in good faith; and, after due deliberation, the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish good and sufficient cause for the relief granted herein, in that entry into the A&R Agreement is a proper exercise of business judgment in the context of these cases and that the relief granted herein is in the best interests of the Debtors and their estates; now, therefore,

IT IS HEREBY ORDERED THAT

1. The Motion is hereby granted as set forth herein.
2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized to enter into and perform under the A&R Agreement, including to make the \$3 million Milestone Payment in respect of the First Milestone Event, and, subject to the satisfaction of the conditions for each, to make the \$3 million Milestone Payment in respect of the Second Milestone Event, and the \$5 million Milestone Payment in respect of the Third Milestone Event, in each case in accordance with the terms of the A&R Agreement.
3. Within 20 days of the end of each month, the Debtors shall provide each of the Committee and the Ad Hoc Committee with a copy of the monthly written report provided by HRT to PPLP pursuant to Section 2.5 of the A&R Agreement.

4. Any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h)) or Local Rule that might otherwise automatically stay the effectiveness of this Order is hereby waived, for cause shown, and the terms and conditions of this Order shall be effective immediately and enforceable upon its entry.

5. The contents of the Motion and the notice procedures set forth therein are good and sufficient notice and satisfy the Bankruptcy Rules and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

6. In the event that the Debtors seek future authorization to make additional payments to HRT not authorized under this Order, nothing herein shall limit or otherwise modify any party's right to object to the granting of such relief on any ground or the Court's evaluation of any such objection.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: March 23, 2022

White Plains, New York

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE